

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

\_\_\_\_\_  
TRANS-SPEC TRUCK SERVICE, INC. )  
D/B/A TRUCK SERVICE )  
 )  
Plaintiff, ) C.A. NO.: 04-11836RCL  
 )  
v. )  
 )  
CATERPILLAR, INC. )  
 )  
Defendant. )  
\_\_\_\_\_

AFFIDAVIT OF TROY GUIDOTTI IN SUPPORT OF  
DEFENDANT CATERPILLAR, INC.'S OPPOSITION TO PLAINTIFF'S  
AMENDED MOTION FOR A PRELIMINARY INJUNCTION

I, Troy N. Guidotti, of full age, being duly sworn on his oath, deposes and says:

1. My name is Troy N. Guidotti and I am currently employed as the Truck Engine District Manager with responsibility for service for Caterpillar Inc. ("CAT"). My territory includes the New England region, including New York and New Jersey. I have worked as the District Manager for CAT since June 2003. Prior to that, I worked in CAT's Mapleton Foundry, where I was responsible for casting the component parts that make up CAT's diesel engines. In total, I have been employed by CAT for approximately twelve (12) years.

2. In my capacity as the Truck Engine District Manager for CAT, I was first made aware in February 2004 of the alleged problems that Trans-Spec Truck Service, Inc. ("Trans-Spec") was experiencing with the flywheel housings in the C-12 engines in its Sterling Truck fleet.

3. As part of my job responsibilities, I met with Joseph M. Howard, Jr. and Robert Barton of Trans-Spec on June 9, 2004 to discuss the problems Tran-Spec was allegedly having with the C-12 engines.

4. I informed Tran-Spec's representatives that CAT would repair the flywheel housings despite the fact that it was CAT's belief that the problems in Trans-Spec's Sterling Truck fleet were not related to any design or manufacturing defect in the C-12. As a measure of good will, I also offered to provide rental assistance to Trans-Spec until the alleged problems with the flywheel housings could be repaired despite the fact that rental assistance is not included in CAT's warranty or extended service plans. My offer of assistance was refused.

5. Currently, CAT continues to pay for any repairs made to the C-12 engines that are included in Trans-Spec's Sterling Truck fleet that occur within the extended warranty period. Furthermore, CAT intends to continue to honor its warranty and extended service plan obligations and make any necessary repairs to the flywheel housings until the warranty and service plans expire in December, 2004 and January, 2005.

Signed under the penalties of perjury this 9 th day of September, 2004.



Troy N. Guidotti